

POLICY NUMBER:

COMMERCIAL AUTO  
CA 25 34 12 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA BROADENED COVERAGE – GARAGES**

For "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

### **SCHEDULE**

Coverages	Limit Of Insurance	Premium
Personal Injury And Advertising Injury Liability Coverage	\$	
Fire Legal Liability Coverage	\$50,000 for any one fire unless another limit is shown below: \$	
Premium For This Endorsement		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The coverages provided by this endorsement are applicable only to "Garage-Operations" – Other Than Covered "Autos".

## **SECTION I – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE**

### **A. Coverage**

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal And Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

#### **1. Who Is An Insured**

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and advertising injury" resulting from the conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

#### **2. Coverage Extensions**

##### **SUPPLEMENTARY PAYMENTS**

In addition to the Personal And Advertising Injury Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within the Personal And Advertising Injury Limit Of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.

- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit Of Insurance.
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

### **B. Exclusions**

#### **1. This insurance does not apply to:**

- a. "Personal and advertising injury":
  - (1) For which the "insured" has assumed liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
  - (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
  - (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
  - (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
  - (5) Arising out of a criminal act committed by or at the direction of any "insured".
  - (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
  - (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
  - (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- (9) Committed by an "insured" whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of "personal and advertising injury" under the Additional Definitions Section.
- (10) To:
- (a) A person arising out of any:
    - (i) Refusal to employ that person;
    - (ii) Termination of that person's employment; or
    - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs (i), (ii) or (iii) above is directed.
- This exclusion applies:
- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (11) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

2. The following is added to Paragraph **B. Exclusions of Section II – Liability Coverage:**

**Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**C. Personal And Advertising Injury Limit Of Insurance**

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage:**

Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage – Garages Endorsement.

The Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal injury and advertising injury".

**D. Additional Definitions**

As used in this endorsement:

1. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

## **SECTION II – HOST LIQUOR LIABILITY COVERAGE**

**Liability Coverage** is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

## **SECTION III – FIRE LEGAL LIABILITY COVERAGE**

**Liability Coverage** for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. **Exclusions 3. through 17.** do not apply to the insurance provided by this endorsement.
- C. Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than "Auto", the most we will pay for all "property damage" resulting from any one fire is \$50,000 unless another limit is shown in the Schedule of the Broadened Coverage – Garages Endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

## **SECTION IV – INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

**Liability Coverage** is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- 1. Providing or failing to provide any medical or related professional services;
- 2. Furnishing food or drink connected with any medical or other professional services; or
- 3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

## **SECTION V – NON-OWNED WATERCRAFT COVERAGE**

**Liability Coverage** is changed as follows:

- A. The **Watercraft Or Aircraft** Exclusion is replaced by the following:

This insurance does not apply to:

- 1. Any aircraft; or
- 2. Any watercraft except a watercraft under 26 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under Non-Owned Watercraft Coverage, we will not make any payments under this coverage.

## **SECTION VI – ADDITIONAL PERSONS INSURED**

**Liability Coverage** is changed by adding the following to **Who Is An Insured**:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

## **SECTION VII – AUTOMATIC LIABILITY COVERAGE – NEWLY ACQUIRED GARAGE BUSINESSES (90 DAYS)**

As used in this endorsement:

"Insured" means any person or organization qualifying as an insured in the Who Is An Insured Provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

- 1. That is a joint venture;
- 2. That is an "insured" under any other similar liability or indemnity policy;
- 3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
- 4. 90 days or more after its acquisition or formation by you.

## **SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE**

- A. The Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage", "personal or advertising injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places.

The original "suit" for damages resulting from such "bodily injury", "property damage", "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide Limited Worldwide Liability Coverage** for any "work you performed".